

EGT
Environmental GEO Technologies

March 25, 2011

Via Federal Express

Susan Hedman
Regional Administrator
Region 5
United States Environmental Protection Agency
Mail Code R-19J
77 West Jackson Boulevard
Chicago, IL 60604-3507

RECEIVED

MAR 28 2011

UIC BRANCH
EPA, REGION 5

Re: Environmental Geo-Technologies, LLC
Letter of Credit No. 626857-04
UIC Permit Nos. MI-163-1W-C010 and MI-163-1W-C011

Dear Ms. Hedman:

Pursuant to 40 C.F.R. § 144.63(d)(4), enclosed please find two amendments to Letter of Credit No. 626857-04 issued by Comerica Bank ("Comerica") on February 10 & 18, 2011 in the amount of \$164,400 as financial assurance for plugging and abandonment of the existing Underground Injection Control ("UIC") wells (UIC Permit Nos. MI-163-1W-C010 and MI-163-1W-C011) (the "Wells") at the former Environmental Disposal Systems, Inc. facility located at 28470 Citrin Drive, Romulus, MI 48174, Site ID No. MIR 000 016 055.

Also enclosed is a Standby Trust Agreement, dated March 2⁵, 2011 bearing original signatures of Environmental Geo-Technologies, LLC ("EGT") and Comerica. This Standby Trust Agreement replaces the standby trust agreement bearing the original signatures of EGT and Comerica, dated March 22, 2007, which has apparently been lost, as indicated in Rebecca Harvey's January 10, 2011 letter to EGT.

Environmental Geo-Technologies, LLC submits the Letter of Credit and Standby Trust Agreement for purposes of its pending application for UIC permits to operate the Wells. Please call me with any questions regarding this submittal.

Very truly yours,
Environmental Geo-Technologies, LLC



By: Thomas Athans

Enclosures

cc: Rebecca L. Harvey, Chief UIC Branch
Thomas Kruger, Esq. (EPA)
Joseph M. Polito, Esq. ((Honigman Miller Schwartz and Cohn LLP)



MJM

FAX NO: (313) 222-9324
SWIFT: MNBDUS33

COMERICA BANK
411 WEST LAFAYETTE (MC 3341)
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT
FEBRUARY 10, 2011

CREDIT NUMBER OF
ISSUING BANK: 626857 -04

APPLICANT:

ENVIRONMENTAL GEO-TECHNOLOGIES, INC
1216 BEAUBIEN
DETROIT, MI 48226

BENEFICIARY:
REGIONAL ADMINISTRATOR, REGION 5
ENVIRONMENTAL PROTECTION AGENCY
77 WEST JACKSON BLVD
CHICAGO, IL 60604

AMENDMENT NUMBER: 03

THIS AMENDMENT IS TO BE CONSIDERED
AS PART OF THE ABOVE CREDIT AND MUST
BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS INCREASED BY 44,400.00 USD.

THE AMOUNT OF THIS CREDIT ISSUED NOW TOTALS USD 164,400.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

TELEX NO: 3772134
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 WEST LAFAYETTE (MC 3341)
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT
FEBRUARY 18, 2011

CREDIT NUMBER OF
ISSUING BANK: 626857 -04

APPLICANT:
ENVIRONMENTAL GEO-TECHNOLOGIES, LLC
1001 WOODWARD AVENUE, SUITE 400
DETROIT, MI 48226

BENEFICIARY:
REGIONAL ADMINISTRATOR
U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 5
77 WEST JACKSON BLVD
CHICAGO, IL 60604

AMENDMENT NUMBER: 04

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT
AND MUST BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THIS LETTER OF CREDIT IS AMENDED IN ITS ENTIRETY TO NOW READ AS FOLLOWS:

QUOTE

TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

IRREVOCABLE STANDBY LETTER OF CREDIT

REGIONAL ADMINISTRATOR
REGION(S) 5
U.S. ENVIRONMENTAL PROTECTION AGENCY
77 WEST JACKSON BLVD.
CHICAGO, IL 60604

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 626857-04 IN YOUR
FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF ENVIRONMENTAL GEO-TECHNOLOGIES,
LLC, 1001 WOODWARD AVENUE, SUITE 400, DETROIT, MI 48226, UP TO THE AGGREGATE AMOUNT
OF USD164,400.00 (ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 U.S.
DOLLARS) AVAILABLE UPON PRESENTATION OF:

(CONTINUED ON PAGE 2)

Sm



TELEX NO: 3772134 MNB INTL DET
FAX NO: 313 222 9115
SWIFT: MNBDUS33

COMERICA BANK
411 W. LAFAYETTE, MC3341
DETROIT, MI 48226

STANDBY LETTER OF CREDIT NO. 626857-04
PAGE 2

1. YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NUMBER 626857-04, AND
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE SAFE DRINKING WATER ACT."

THIS LETTER OF CREDIT IS EFFECTIVE AS OF MARCH 22, 2007 AND SHALL EXPIRE ON MARCH 22, 2008 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON MARCH 22, 2008 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 120 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND ENVIRONMENTAL GEO-TECHNOLOGIES, LLC BY CERTIFIED MAIL THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT FOR 120 DAYS AFTER THE DATE OF RECEIPT BY BOTH YOU AND ENVIRONMENTAL GEO-TECNOLOGIES, LLC, AS SHOWN ON THE SIGNED RETURN RECEIPTS.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF ENVIRONMENTAL GEO-TECHNOLOGIES, LLC, IN ACCORDANCE WITH YOUR INSTRUCTIONS.

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS IDENTICAL TO THE WORDING SPECIFIED IN 40 CFR 144.70(D) AS SUCH REGULATIONS WERE CONSTITUTED ON THE DATE SHOWN IMMEDIATELY BELOW.

Gail Matheson
AUTHORIZED SIGNATURE

DATE: 2-21-11

NAME: Gail Matheson

TITLE: Assistant Vice President

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE 2007 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 600).

UNQUOTE.

Gail Matheson
AUTHORIZED SIGNATURE

DATE: 2-21-11

NAME: Gail Matheson

TITLE: Assistant Vice President

STANDBY TRUST AGREEMENT

U.S. Environmental Protection Agency
Underground Injection Control
Financial Responsibility Requirement

TRUST AGREEMENT, the "Agreement," entered into as of March 25, 2011, by and between Environmental Geo-Technologies, LLC, a Michigan limited liability company, the "Grantor," and Comerica Bank, a Texas banking association, the "Trustee." This Agreement supersedes the Standby Trust Agreement between the parties dated March 27, 2007.

WHEREAS, the United States Environmental Protection Agency, (EPA), an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available when needed for plugging and abandonment of the injection well,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility(ies) identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) Facility or activity means any "underground injection well" or any other facility or activity that is subject to regulation under the Underground Injection Control Program.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Plugging and Abandonment. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of

plugging and abandonment of the injection wells covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for plugging and abandonment expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, *except that:*

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers

herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement. In accordance with 40 CFR § 144.63(d)(3)(ii)(C), unless the standby trust fund is funded pursuant to the requirements of 40 CFR § 144.63, notices of nonpayment are not required.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on

which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. *Instructions to the Trustee.* All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. *Notice of Nonpayment.* The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment. In accordance with 40 CFR § 144.63(d)(3)(ii)(D), unless the standby trust fund is funded pursuant to the requirements of 40 CFR § 144.63, notices of nonpayment are not required.

Section 16. *Amendment of Agreement.* This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. *Irrevocability and Termination.* Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. *Immunity and Indemnification.* The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

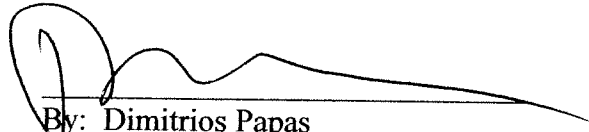
Section 19. *Choice of Law.* This Agreement shall be administered, construed, and enforced according to the laws of the State of Michigan.

Section 20. *Interpretation.* As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

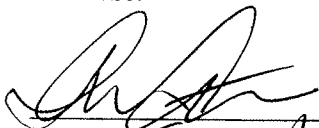
IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed by their respective officers duly authorized and witnessed as of the date first above written. The parties below

certify that the wording of this Agreement is identical to the wording specified in 40 CFR § 144.70(a)(1) and 40 CFR § 144.63 as such regulations were constituted on the date first above written.

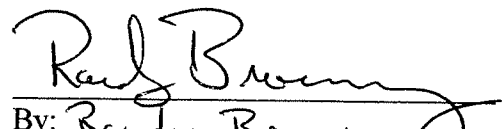
ENVIRONMENTAL GEO-TECHNOLOGIES, LLC


By: Dimitrios Papas
Its: Manager


Witness:


Name: THOMAS ARMAS
Title: VP

COMERICA BANK


By: Randy Browning
Its: Vice President

Witness:


Name: Pam Hamilton
Title: Sr. Trust Analyst

(X) This bank/institution has the authority to act as a trustee and its trust activities are examined and regulated by a State or Federal agency.

**CERTIFICATE OF ACKNOWLEDGMENT
FOR
TRUST FUND AGREEMENT**

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

On this 25th day of March, 2011, before me personally came Dimitrios Papas to me known, who, being by me duly sworn, did depose and say that he resides at 585 Lake Shore Drive, Grosse Pointe Shores, Michigan, that he is Manager of Environmental Geo-Technologies, LLC, the Michigan limited liability company described in and which executed the above instrument; that he knows the seal of said limited liability company; that the seal affixed to such instrument is such seal; that it was so affixed by order of the Managers of said limited liability company, and that he signed his name thereto by like order.

Sign Name: Karen R. Nitta

Print Name: KAREN R. NITTA

Notary Public, State of Michigan

County of WAYNE

My Commission Expires: 6/25/11

Acting in the County of WAYNE

Karen R. Nitta
Notary Public, State of Michigan, County of Wayne
My Commission Expires 6/25/2011
Acting in the County of Wayne

SCHEDULE A

Identification of Facilities and Cost Estimates

Schedule A is referenced in Section 2 of this Trust Agreement by and between Environmental Geo-Technologies, LLC, a Michigan limited liability company, the "Grantor," and Comerica Bank, a Texas banking association, the "Trustee."

EPA Identification Number:	MIR 000 016 055
Facility Name:	Environmental Geo-Technologies, LLC
Facility Address:	28470 Citrin Drive Romulus, Michigan 48174
Current Plugging and Abandonment Cost Estimate:	Well 1-12 - \$82,200 Well 2-12 - \$82,200
Date of Estimate:	January 20, 2011

SCHEDULE B

Pursuant to 40 C.F.R. § 144.63(d)(3)(ii)(A), payments into the trust fund as specified in 40 C.F.R. § 144.63(a) are not required unless the standby trust fund is funded pursuant to the requirements of 40 C.F.R. § 144.63(d).

EXHIBIT A

As referenced in Section 14 of this Trust Agreement, all orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in this Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A.

Dimitrios Papas

Thomas Athans

Any Officer, Director or Manager of Grantor

8878095.2